DISTRICT OF NEW JERSEY

Page 1 of 11

Caption in Compliance with D.N.J. LBR 9004-1(b)

KIRKLAND & ELLIS LLP KIRKLAND & ELLIS INTERNATIONAL LLP Joshua

A. Sussberg, P.C. (admitted pro hac vice) Emily E. Geier,

P.C. (admitted *pro hac vice*)

Derek I. Hunter (admitted pro hac vice)

601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800 Facsimile: (212) 446-4900 joshua.sussberg@kirkland.com

emily.geier@kirkland.com derek.hunter@kirkland.com

COLE SCHOTZ P.C.

Michael D. Sirota, Esq. Warren A. Usatine, Esq.

Felice R. Yudkin, Esq.

Court Plaza North, 25 Main Street Hackensack, New Jersey 07601

Telephone: (201) 489-3000 msirota@coleschotz.com wusatine@coleschotz.com fyudkin@coleschotz.com

Co-Counsel for Debtors and Debtors in Possession

In re:

BED BATH & BEYOND INC., et al.,

Debtors.<sup>1</sup>

Order Filed on August 15, 2023 by Clerk **U.S. Bankruptcy Court District of New Jersey** 

Chapter 11

Case No. 23-13359 (VFP)

(Jointly Administered)

## TENTH ORDER APPROVING THE REJECTION OF CERTAIN EXECUTORY CONTRACTS

**DATED: August 15, 2023** 

Honorable Vincent F. Papalia **United States Bankruptcy Judge** 

The last four digits of Debtor Bed Bath & Beyond Inc.'s tax identification number are 0488. A complete list of the Debtors in these Chapter 11 Cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' claims and noticing agent at https://restructuring.ra.kroll.com/bbby. The location of Debtor Bed Bath & Beyond Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Case is 650 Liberty Avenue, Union, New Jersey 07083.

Case 23-13359-VFP Doc 1909 Filed 08/15/23 Entered 08/17/23 11:56:23 Desc Main Document Page 2 of 11

The relief set forth on the following pages, numbered three (3) through five (5), is **ORDERED**.

Case 23-13359-VFP Doc 1909 Filed 08/15/23 Entered 08/17/23 11:56:23 Desc Main Document Page 3 of 11

(Page |3)

Debtors: BED BATH & BEYOND INC., et al.

Case No. 23-13359 (VFP)

Caption of Order: Tenth Order Approving the Rejection of Certain Executory Contracts

Upon the *Order (I) Authorizing and Approving Procedures to Reject Executory Contracts* and Unexpired Leases and (II) Granting Related Relief (the "Procedures Order")<sup>1</sup> [Docket No. 382] of the above-captioned debtors and debtors in possession (collectively, the "Debtors"); and the Court having jurisdiction over this matter and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the matter in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and the Debtors having properly filed and served a Rejection Notice on each applicable party as set forth in the Rejection Schedule, attached hereto as **Exhibit 1**, in accordance with the terms of the Procedures Order; and no timely objections have been filed to the Rejection of such Contracts; and due and proper notice of the Procedures Order and the Rejection Notice having been provided to each applicable Rejection Counterparty as set forth in the Rejection Schedule and it appearing that no other notice need be provided; and after due deliberation and sufficient cause appearing therefor, IT IS HEREBY ORDERED THAT:

1. The Contracts listed on the Rejection Schedule attached hereto as **Exhibit 1** are rejected under section 365 of the Bankruptcy Code effective as of the later of the Rejection Date listed on **Exhibit 1** or such other date as the Debtors and the applicable Rejection Counterparty agrees; *provided*, *however*, that the Rejection Date for a rejection of a lease of non-residential real property shall not occur until the later of (i) the Rejection Date set forth in the Rejection Notice

<sup>1</sup> Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Procedures Order.

Case 23-13359-VFP Doc 1909 Filed 08/15/23 Entered 08/17/23 11:56:23 Desc Main Document Page 4 of 11

(Page |4)

Debtors: BED BATH & BEYOND INC., et al.

Case No. 23-13359 (VFP)

Caption of Order: Tenth Order Approving the Rejection of Certain Executory Contracts

and (ii) the date the Debtors relinquish control of the premises by notifying the affected landlord in writing of the Debtors' surrender of the premises and (A) turning over keys, key codes, and security codes, if any, to the affected landlord or (B) notifying the affected landlord in writing that the keys, key codes, and security codes, if any, are not available, but the landlord may rekey the leased premises.

2. The Debtors are authorized, but not directed, at any time on or before the applicable Rejection Date, to remove or abandon any of the Debtors' personal property that may be located on the Debtors' leased premises that are subject to a rejected Contract; provided, however, that (i) nothing shall modify any requirement under applicable law with respect to the removal of any hazardous materials as defined under applicable law from any of the Debtors' leased premises (ii) to the extent the Debtors seek to abandon personal property that contains "personally identifiable information," as that term is defined in section 101(41A) of the Bankruptcy Code (the "PII"), the Debtors will use commercially reasonable efforts to remove the PII from such personal property before abandonment, and (iii) within five (5) business days of filing a Rejection Notice, the Debtors will make reasonable efforts to contact any third parties that may be known to the Debtors to have a property interest in the Abandoned Property and ask such third parties to remove or cause to be removed personal property, if any, from the premises prior to the Rejection Date. Landlords may, in their sole discretion and without further notice or order of this Court, utilize and/or dispose of such property without notice or liability to the Debtors or third parties and, to the extent applicable, the automatic stay is modified to allow such disposition. The rights of the applicable landlord to assert claims with respect to such disposition of the abandoned property are reserved, as are all parties' rights to object to such claims.

Case 23-13359-VFP Doc 1909 Filed 08/15/23 Entered 08/17/23 11:56:23 Desc Main Document Page 5 of 11

(Page |5)

Debtors: BED BATH & BEYOND INC., et al.

Case No. 23-13359 (VFP)

Caption of Order: Tenth Order Approving the Rejection of Certain Executory Contracts

3. Claims arising out of the rejection of Contracts, if any, must be filed in accordance with the Plan or on or before the later of (i) the deadline for filing proofs of claim established in these Chapter 11 Cases, if any, and (ii) 30 days after the later of (A) the date of entry of this Order, and (B) the Rejection Date. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages arising from the rejection and from participating in any distributions on such a claim that may be made in connection with these Chapter 11 Cases.

- 4. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order and the rejection without further order from this Court.
- 5. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

## Exhibit 1

## **Rejection Schedule**

| No. | Non-Debtor<br>Counterparty        | Counterparty Address   | Debtor                    | Contract Description   | Rejection Effective<br>Date |
|-----|-----------------------------------|--|---------------------------|--|-----------------------------|
| 1   | 360 Project<br>Management, LLC    | 125 WEST LIBERTY RD,<br>Attn: Legal, SLIPPERY<br>ROCK, PA 16057  | Bed Bath &<br>Beyond Inc. | Service Master Agreement dated 05/24/2021  | 4/23/2023                   |
| 2   | Ads Post X Inc                    | 1624 Shenandoah Dr E,<br>Attn: President, Seattle,<br>WA 98112   | Bed Bath &<br>Beyond Inc. | Ads Post X dated Nov 18<br>2022  | 5/8/2023                    |
| 3   | Alteryx                           | 17200 Laguna Canyon<br>Road, Irvine, CA 92618  | Bed Bath &<br>Beyond Inc. | Alteryx Software License dated 09/17/2021  | 4/23/2023                   |
| 4   | APTOS INC                         | 5505 N CUMBERLAND<br>AVE, DEPT CH17281,<br>SUITE 307, CHICAGO,<br>IL 60656                                       | Bed Bath &<br>Beyond Inc. | Aptos Maintenance Renewal<br>2022 dated 06/04/2022   | 4/23/2023                   |
| 5   | ASANA INC                         | 633 Folsom St. Suite 100,<br>ATTN: Legal Department,<br>San Francisco, CA 94107                                  | Bed Bath &<br>Beyond Inc. | Asana Enterprise<br>Subscription dated Mar 21<br>2022  | 4/23/2023                   |
| 6   | BRIDGETREE<br>LLC_MRK269814       | 133 North Main Street,<br>Attn: Legal, Mooresville,<br>NC 28115  | Bed Bath &<br>Beyond Inc. | Bridgetree, LLC MSA dated<br>Mar 01 2016   | 4/23/2023                   |
| 7   | BRIDGETREE<br>LLC_MRK269814       | 133 North Main Street,<br>Attn: Legal, Mooresville,<br>NC 28115  | Bed Bath &<br>Beyond Inc. | Data Processing Addendum<br>dated Nov 11 2022  | 4/23/2023                   |
| 8   | BROWSERSTACK<br>INC               | 4512 LEGACY DRIVE<br>SUITE 100, PLANO, TX<br>75024   | Bed Bath &<br>Beyond Inc. | BrowserStack Subscription<br>Renewal dated 05/20/2022  | 4/23/2023                   |
| 9   | Button, Inc                       | PO Box 8176, PMB<br>90775, ATTN: Legal,<br>Greenwich CT 06836-<br>8021,  | Bed Bath &<br>Beyond Inc. | Button PostTap App MSA<br>dated Jun 30 2022  | 4/23/2023                   |
| 10  | CASE SNOW<br>MANAGEMENT<br>LLC    | 356 JOHN DIETSCH<br>BLVD., North<br>Attleborough, MA 02763   | Bed Bath &<br>Beyond Inc. | Case Snow Management -<br>Facilities MSA   | 4/23/2023                   |
| 11  | CITRUS AD<br>INTERNATIONAL<br>INC | 136 4th St North, Suite<br>326, 136 4th St North,<br>Suite 326, ATTN: David<br>Haase, St Petersburg, FL<br>33701 | Bed Bath &<br>Beyond Inc. | CitrusAd Retail Media<br>Program Marketing Services<br>Restated Agreement dated<br>Apr 01 2022 | 5/8/2023                    |
| 12  | Clarus Direct, LLC                | 500 Enterprise Dr, ATTN:<br>Legal, Rocky Hill, CT<br>06067   | Bed Bath &<br>Beyond Inc. | Clarus IO 2022 dated Sep 01 2022   | 5/8/2023                    |
| 13  | Concentrix                        | 44111 NOBEL DRIVE,<br>ATTN: DAVID ST<br>PIERRE, FREMONT, CA<br>94538   | Bed Bath &<br>Beyond Inc. | Concentrix Solutions - MSA dated 03/01/2021  | 5/12/2023                   |
| 14  | Conductor, LLC                    | 2 Park Ave 15th fl, ATTN:<br>Legal, New York, NY<br>10016  | Bed Bath &<br>Beyond Inc. | Conductor - New Vendor<br>MSA dated Jun 01 2022  | 4/23/2023                   |
| 15  | DARKTRACE                         | Maurice Wilkes Building<br>Cowley Road,, ATTN:<br>Legal, Cambridge,<br>England                                   | Bed Bath &<br>Beyond Inc. | Dark Trace Agreement dated 07/01/2022  | 4/23/2023                   |
| 16  | DataChat, Inc                     | 455 Science Drive, Suite<br>#155, Madison, WI 53711  | Bed Bath &<br>Beyond Inc. | DataChat SaaS Agreement dated 01/03/2022   | 4/23/2023                   |
| 17  | Demar Logistics, Inc.             | 376 Lies Road, Attn: Gene<br>Doerr, Carol Stream, IL<br>60188  | Bed Bath &<br>Beyond Inc. | Distribution Service<br>Agreement dated 12/01/2005   | 5/31/2023                   |

| 18 | Demar Logistics, Inc.             | 376 Lies Road, Attn: Gene<br>Doerr, Carol Stream, IL<br>60188                    | Bed Bath & Beyond Inc.    | 2022 AMENDMENT TO<br>DISTRIBUTION SERVICE<br>AGREEMENT dated<br>09/01/2022  | 5/31/2023 |
|----|-----------------------------------|--|---------------------------|---|-----------|
| 19 | DOUBLEVERIFY<br>INC               | 233 Spring St. 4th fl,<br>ATTN: Legal, New York,<br>NY 10013                     | Bed Bath &<br>Beyond Inc. | Bed Bath-MSA (3)x   | 4/23/2023 |
| 20 | DRX Works (BOX)                   | De Zaale 11, Attn: Legal,<br>Eindhoven 5612AJ                                    | Bed Bath &<br>Beyond Inc. | Service Agreement   | 4/23/2023 |
| 21 | ELASTICSEARCH<br>INC              | 88 Kearny Street, ATTN:<br>Legal, San Francisco, CA<br>94108                     | Bed Bath &<br>Beyond Inc. | ElasticSearch GCP-MP<br>Lookup Inventory Cluster<br>dated Jul 01 2022   | 4/23/2023 |
| 22 | ELASTICSEARCH<br>INC              | 88 Kearny Street, ATTN:<br>Legal, San Francisco, CA<br>94108                     | Bed Bath &<br>Beyond Inc. | Cloud Addendum dated Jun<br>15 2022   | 4/23/2023 |
| 23 | EPSILON DATA<br>MANAGEMENT<br>LLC | 6021 Connection Dr,<br>ATTN: Legal<br>Department/Urgent,<br>Irving, TX 75039     | Bed Bath & Beyond Inc.    | Epsilon PeopleCloud Digital<br>Media Solutions dated Jan<br>02 2023   | 5/8/2023  |
| 24 | Exelon Generation<br>Company, LLC | 1310 Point Street, 8th<br>Floor, Attn: Dan Heim,<br>Baltimore, Maryland<br>21231 | Bed Bath &<br>Beyond Inc. | AGREEMENT FOR THE<br>PURCHASE AND SALE<br>OF SOLAR RENEWABLE<br>ENERGY CERTIFICATES<br>dated 05/20/2020                 | 4/23/2023 |
| 25 | Exelon Generation<br>Company, LLC | 1310 Point Street, 8th<br>Floor, Attn: Dan Heim,<br>Baltimore, Maryland<br>21231 | Bed Bath &<br>Beyond Inc. | AMENDMENT NO. 1 TO<br>AGREEMENT FOR THE<br>PURCHASE AND SALE<br>OF RENEWABLE<br>ENERGY CERTIFICATES<br>dated 06/06/2022 | 4/23/2023 |
| 26 | FlexPrint                         | 2845 N.OMAHA<br>STREET, Attn: Legal,<br>MESA, AZ 85215                           | Bed Bath &<br>Beyond Inc. | Printer Maintenance -<br>FlexPrint Managed Print<br>Services - Canada   | 4/23/2023 |
| 27 | FlexPrint                         | 2845 N.OMAHA<br>STREET, Attn: Legal,<br>MESA, AZ 85215                           | Bed Bath &<br>Beyond Inc. | Printer Maintenance -<br>FlexPrint Managed Print<br>Services - Harmon   | 4/23/2023 |
| 28 | FlexPrint                         | 2845 N.OMAHA<br>STREET, Attn: Legal,<br>MESA, AZ 85215                           | Bed Bath &<br>Beyond Inc. | Printer Maintenance -<br>FlexPrint Managed Print<br>Services - Baby Canada  | 4/23/2023 |
| 29 | FOTOCARE                          | 41 W 22nd St, ATTN:<br>Legal, New York, NY<br>10010                              | Bed Bath &<br>Beyond Inc. | Fotocare image lab MSA dated Sep 01 2022  | 4/23/2023 |
| 30 | Fresh Address, LLC                | 36 Crafts Street, Attn:<br>Chief Executive Officer,<br>Newton, MA 02458          | Bed Bath &<br>Beyond Inc. | FreshAdress: BBBY_AutoSTS DPA dated Jul 15 2022   | 4/23/2023 |
| 31 | Hagerman &<br>Company             | PO Box 139, 505 Sunset<br>Court, Attn: Legal,<br>MOUNT ZION, IL 62549            | Bed Bath &<br>Beyond Inc. | Service Agreement   | 4/23/2023 |
| 32 | IncendioWorks LLC                 | 1314 W McDermott Dr<br>Suite 106-720, ATTN:<br>Legal, Allen, TX 75013            | Bed Bath &<br>Beyond Inc. | Incendio MSA dated Jun 08<br>2022   | 4/23/2023 |
| 33 | INFOR (US) INC                    | 13560 MORRIS RD,<br>ATTN: Legal,<br>ALPHARETTA, GA<br>30004                      | Bed Bath & Beyond Inc.    | Infor Maintenance Renewal (Lawson) 2022   | 4/23/2023 |
| 34 | J.W. Logistics<br>Operations, LLC | 3801 Parkwood Blvd.,<br>Suite 500, Attn: Legal,<br>Frisco, Texas 75034           | Bed Bath & Beyond Inc.    | Distribution Service<br>Agreement (KCM) dated<br>02/28/2021   | 5/31/2023 |
| 35 | J.W. Logistics<br>Operations, LLC | 3801 Parkwood Blvd.,<br>Suite 500, Attn: Legal,<br>Frisco, Texas 75034           | Bed Bath &<br>Beyond Inc. | 2022 AMENDMENT TO<br>DISTRIBUTION SERVICE<br>AGREEMENT (KCM) dated<br>11/01/2022  | 5/31/2023 |

| 36 | J.W. Logistics<br>Operations, LLC     | 3801 Parkwood Blvd.,<br>Suite 500, Attn: Legal,<br>Frisco, Texas 75034                          | Bed Bath & Beyond Inc.    | Distribution Service<br>Agreement (DAL) dated<br>02/28/2021   | 5/31/2023 |
|----|---------------------------------------|---|---------------------------|---|-----------|
| 37 | J.W. Logistics<br>Operations, LLC     | 3801 Parkwood Blvd.,<br>Suite 500, Attn: Legal,<br>Frisco, Texas 75034                          | Bed Bath &<br>Beyond Inc. | 2022 AMENDMENT TO<br>DISTRIBUTION SERVICE<br>AGREEMENT (DAL) dated<br>11/01/2022  | 5/31/2023 |
| 38 | James E. Mazzo                        | [Redacted]  | Bed Bath &<br>Beyond Inc. | Deferred Compensation<br>Agreement dated 02/01/1990   | 4/23/2023 |
| 39 | Jones Lang LaSalle<br>Americas, Inc.  | 1 Meadowlands Plaza,<br>Suite 804, Attention:<br>David Knee, East<br>Rutherford, NJ 07073       | Bed Bath &<br>Beyond Inc. | Exclusive Agency and<br>Compensation Agreement –<br>3 Enterprise Drive,<br>Secaucus, New Jersey dated<br>04/03/2023       | 4/23/2023 |
| 40 | Jones Lang LaSalle<br>Americas, Inc.  | 1 Meadowlands Plaza,<br>Suite 804, Attention:<br>David Knee, East<br>Rutherford, NJ 07073       | Bed Bath & Beyond Inc.    | Exclusive Agency and<br>Compensation Agreement –<br>1200 Springfield Road,<br>Union dated 10/27/2022                      | 4/23/2023 |
| 41 | Jones Lang LaSalle<br>Americas, Inc.  | 1 Meadowlands Plaza,<br>Suite 804, Attention:<br>David Knee, East<br>Rutherford, NJ 07073       | Bed Bath &<br>Beyond Inc. | Exclusive Agency and<br>Compensation Agreement –<br>1001 W Middlesex Avenue,<br>Port Reading NJ 07064 dated<br>04/04/2023 | 4/23/2023 |
| 42 | Jones Lang LaSalle<br>Americas, Inc.  | 1 Meadowlands Plaza,<br>Suite 804, Attention:<br>David Knee, East<br>Rutherford, NJ 07073       | Bed Bath & Beyond Inc.    | Exclusive Agency and<br>Compensation Agreement –<br>11 Taft Road, Totowa, NJ  | 4/23/2023 |
| 43 | Jones Lang LaSalle<br>Brokerage, Inc. | 650 S. Tryon Ste. 600,<br>Attention: Brad Cherry,<br>Charlotte, NC 28202                        | Bed Bath &<br>Beyond Inc. | Agreement - 2436 Penny<br>Road, Claremont, NC dated<br>11/14/2022   | 4/23/2023 |
| 44 | Jones Lang LaSalle<br>Brokerage, Inc. | 650 S. Tryon Ste. 600,<br>Attention: Brad Cherry,<br>Charlotte, NC 28202                        | Bed Bath & Beyond Inc.    | Service Agreement - 6120<br>Clinker Drive, Jurupa<br>Valley, California dated<br>03/01/2023                               | 4/23/2023 |
| 45 | Jones Lang LaSalle<br>Brokerage, Inc. | 650 S. Tryon Ste. 600,<br>Attention: Brad Cherry,<br>Charlotte, NC 28202                        | Bed Bath & Beyond Inc.    | Services Agreement - 2700<br>S. Valley Parkway,<br>Lewisville, Texas 75067<br>dated 03/17/2023                            | 4/23/2023 |
| 46 | KEPLER GROUP<br>LLC                   | 6 East 32nd Street, 9th<br>Floor, ATTN: Kepler<br>Group Legal Department,<br>New York, NY 10016 | Bed Bath & Beyond Inc.    | Retail-Media-Network-<br>Kepler-Change-of-Pricing-<br>Structure dated May 23 2022   | 4/23/2023 |
| 47 | LINDENMEYR<br>CENTRAL                 | 3 Manhattanville Rd,<br>ATTN: Legal, Purchase,<br>NY 10577                                      | Bed Bath &<br>Beyond Inc. | Lindenmeyr - BBB Paper<br>Supply and Services<br>Agreement - final - 2.15.21<br>(execution copy)v2x dated<br>Feb 15 2021  | 4/23/2023 |
| 48 | MATTERPORT                            | 352 E. Java Drive, ATTN:<br>Legal, Sunnyvale, CA<br>94089                                       | Bed Bath & Beyond Inc.    | Matterport Inc. Director of<br>Accounts Receivable MSA<br>8.17.22 dated Aug 17 2022                                       | 4/23/2023 |
| 49 | Media Monks                           | Zemoga Inc., 120 Old<br>Ridgefield, Attn: Nancy<br>Glatt, Controller, Wilton,<br>CT 06897       | Bed Bath &<br>Beyond Inc. | MM and BBB Creative<br>Production SOW 2023 dated<br>Apr 01 2023   | 4/23/2023 |
| 50 | MILLER ZELL INC.                      | 6100 Fulton Industrial<br>Blvd SW, ATTN: Legal,<br>Atlanta, GA 30336                            | Bed Bath &<br>Beyond Inc. | Miller Zell MSA dated Jul<br>15 2022  | 4/23/2023 |
| 51 | MILLER ZELL INC.                      | 6100 Fulton Industrial<br>Blvd SW, ATTN: Legal,<br>Atlanta, GA 30336                            | Bed Bath &<br>Beyond Inc. | Miller Zell Outsourced<br>Services Agreement dated<br>May 02 2022   | 4/23/2023 |

| 52 | MIRO                                | RealtimeBoard Inc. dba<br>Miro, 201 Spear Street,<br>Suite 1100, Attention:<br>Legal Department, San<br>Francisco, CA 94105 | Bed Bath &<br>Beyond Inc. | MSA - BBB & Miro dated 04/05/2023   | 4/23/2023 |
|----|-------------------------------------|---|---------------------------|---|-----------|
| 53 | Mobile Mini Texas<br>Limited        | PO BOX 740773, Attn:<br>Legal, CINCINNATI, OH<br>45274  | Bed Bath &<br>Beyond Inc. | Master Equipment Lease<br>Agreement dated 09/24/2021  | 4/23/2023 |
| 54 | MOTUS LLC                           | 60 SOUTH STREET,<br>Attn: Legal, BOSTON,<br>MA 02111  | Bed Bath &<br>Beyond Inc. | Motus Renewal -<br>travel/mileage<br>reimbursement  | 4/23/2023 |
| 55 | MOVABLE INK                         | 5 Bryant Park, 9th FL.,<br>ATTN: Legal, New York,<br>NY 10018   | Bed Bath &<br>Beyond Inc. | Movable Ink Renewal dated<br>Sep 25 2022  | 4/23/2023 |
| 56 | MY MOVE LLC                         | 1101 Red Venture Drive,<br>ATTN: Legal, Fort Mill,<br>SC 29707  | Bed Bath &<br>Beyond Inc. | MYMOVE, LLC -<br>Moversource Platoform<br>Insertion dated Mar 28 2022                                   | 4/23/2023 |
| 57 | Ocucom Corp                         | 333 Mamaroneck Ave.,<br>ATTN: Legal, White<br>Plains, NY 10605  | Bed Bath &<br>Beyond Inc. | Revised MSA (ABX comments 5-21-21)x   | 4/23/2023 |
| 58 | Oliver Wyman, Inc.                  | 1166 6th Avenue, Attn:<br>Legal & Retail Consumer<br>Goods, New York, NY<br>10036   | Bed Bath &<br>Beyond Inc. | Services Agreement dated 07/13/2020   | 4/23/2023 |
| 59 | Oliver Wyman, Inc.                  | 1166 6th Avenue, Attn:<br>Legal & Retail Consumer<br>Goods, New York, NY<br>10036   | Bed Bath &<br>Beyond Inc. | Hosting, Support, Maintenance & Enhancement Agreement for Promotions Optimization Tool dated 04/10/2021 | 4/23/2023 |
| 60 | Oliver Wyman, Inc.                  | 1166 6th Avenue, Attn:<br>Legal & Retail Consumer<br>Goods, New York, NY<br>10036   | Bed Bath &<br>Beyond Inc. | Software Deployment,<br>Implementation, License and<br>Related Services Agreement<br>dated 07/10/2020   | 4/23/2023 |
| 61 | Omnidian, Inc                       | 107 Spring Street , Attn:<br>Legal, Seattle, WA 98104   | Bed Bath &<br>Beyond Inc. | Master Service Agreement dated 10/26/2022   | 4/23/2023 |
| 62 | OPTIMINE<br>SOFTWARE INC            | 400 1st avenue N, suite<br>525, ATTN: Legal<br>Counsel, Minneapolis MN<br>55401   | Bed Bath &<br>Beyond Inc. | Amendment No. 1 to<br>OptiMine Insight Services<br>Agreement dated Sep 19<br>2022                       | 4/23/2023 |
| 63 | Outsourcing<br>Management Limited   | PO Box 1093, ATTN:<br>Legal Counsel/Corporate<br>Secretary, HF4 Hewanorra<br>Freezone, Vieux Fort                           | Bed Bath & Beyond Inc.    | Outsourcing Management<br>Limited - MSA dated Mar 16<br>2023  | 4/23/2023 |
| 64 | Ryder Integrated<br>Logistics, Inc. | 11690 NW 105 STREET,<br>MIAMI, FL 33178   | Bed Bath &<br>Beyond Inc. | Warehouse and Logistics<br>Services Agreement   | 6/15/2023 |
| 65 | Pathmark<br>Transportation          | 5050 Poplar Avenue, Suite<br>900, Attn: Wes Kraker,<br>Memphis, TN 38157  | Bed Bath &<br>Beyond Inc. | Distribution Service<br>Agreement dated 10/03/2014  | 5/31/2023 |
| 66 | Pathmark<br>Transportation          | 5050 Poplar Avenue, Suite<br>900, Attn: Wes Kraker,<br>Memphis, TN 38157  | Bed Bath &<br>Beyond Inc. | 2022 AMENDMENT TO<br>DISTRIBUTION<br>SERVICES AGREEMENT<br>dated 02/14/2022                             | 5/31/2023 |
| 67 | Power Factors LLC                   | 135 Main Street, Suite<br>1750, Attn: Legal, San<br>Francisco   | Bed Bath &<br>Beyond Inc. | Data Platform Service<br>Agreement dated 11/07/2022   | 4/23/2023 |
| 68 | PREGO EXPO                          | 3660 Howell Branch<br>Court, ATTN: Juliana<br>Geisler, Winter Park, FL<br>32792   | Bed Bath & Beyond Inc.    | Prego Expo Agreement 2023<br>dated Jan 01 2023  | 4/23/2023 |
| 69 | QL2 SOFTWARE<br>LLC                 | 3700 O'Donnell Street,<br>Suite 200, Attn: Legal,<br>Baltimore, MD 21224  | Bed Bath &<br>Beyond Inc. | QL2 Software LLC- Hosted<br>Services Agreement dated<br>01/15/2019                                      | 4/23/2023 |

| 70 | QL2 SOFTWARE<br>LLC  | 3700 O'Donnell Street,<br>Suite 200, Attn: Legal,<br>Baltimore, MD 21224                                 | Bed Bath &<br>Beyond Inc. | QL2 Software LLC-<br>Amendment 1 to HSA dated<br>01/14/2021  | 4/23/2023 |
|----|--|--|---------------------------|--|-----------|
| 71 | QUAD GRAPHICS<br>INC                                       | N61W23044 Harry's Way,<br>Attn: Juan Mostek -<br>Credit, Sussex, WI 53089                                | Bed Bath &<br>Beyond Inc. | Data Processing Addendum dated Nov 15 2022   | 4/23/2023 |
| 72 | Regional Integrated Logistics, Inc.                        | 2321 Kenmore Ave, Attn:<br>Legal, Buffalo, NY 14207  | Bed Bath &<br>Beyond Inc. | Distribution Service<br>Agreement dated 04/27/2013   | 5/31/2023 |
| 73 | Regional Integrated<br>Logistics, Inc.                     | 2321 Kenmore Ave, Attn:<br>Legal, Buffalo, NY 14207  | Bed Bath &<br>Beyond Inc. | 2022 Amendment to Distribution Service Agreement dated 01/20/2022                                    | 5/31/2023 |
| 74 | Revionics  | Aptos, Inc., 9300 Trans-<br>Canada Highway, Suite<br>300, Attn: Legal, Saint-<br>Laurent, Quebec H4S 1K5 | Bed Bath &<br>Beyond Inc. | Amendment #2 - Software<br>Services and License<br>Agreement Renewal dated<br>06/02/2022             | 4/23/2023 |
| 75 | Rokt   | Attn: Legal Department, 3<br>PHILLIP STREET, #11-<br>01, ROYAL GROUP<br>BUILDING,<br>SINGAPORE 048693    | Bed Bath &<br>Beyond Inc. | ROKT ECOMMERCE<br>SERVICES AGREEMENT<br>dated May 01 2023  | 4/23/2023 |
| 76 | Schneider Logistics Transloading & Distribution Inc.       | 3101 South Packerland<br>Drive, Attn: Legal, Green<br>Bay, WI 54313                                      | Bed Bath &<br>Beyond Inc. | Master Logistics Services<br>Agreement dated 02/10/2020  | 5/31/2023 |
| 77 | Schneider Logistics<br>Transloading &<br>Distribution Inc. | 3101 South Packerland<br>Drive, Attn: Legal, Green<br>Bay, WI 54313                                      | Bed Bath & Beyond Inc.    | AMENDMENT NO. 2 TO<br>THE MASTER LOGISTICS<br>SERVICES AGREEMENT<br>dated 03/22/2021                 | 5/31/2023 |
| 78 | SIRIUS COMPUTER<br>SOLUTIONS INC                           | 10100 REUNION<br>PLACE,STE 500, ATTN:<br>Legal, San Antonio, TX<br>78216                                 | Bed Bath & Beyond Inc.    | CROWN Template Licenses dated 07/15/2022   | 4/23/2023 |
| 79 | Sitefolio  | 1037 NE 65th Street, Suite<br>229, Attn: Legal, Seattle,<br>WA 98115                                     | Bed Bath &<br>Beyond Inc. | Subscription Agreement dated 12/18/2020  | 4/23/2023 |
| 80 | Sitefolio  | 1037 NE 65th Street, Suite<br>229, Attn: Legal, Seattle,<br>WA 98115                                     | Bed Bath &<br>Beyond Inc. | Amendment to Agreement dated 08/04/2021  | 4/23/2023 |
| 81 | SPECIALISTS<br>MARKETING<br>SERVICES                       | 777 Terrace Avenue, suite<br>401, ATTN: Legal<br>Department, Hasbrouck<br>Heights, NJ, 07604             | Bed Bath & Beyond Inc.    | SMS - Second Amendment<br>to MSA dated Dec 16 2022   | 5/8/2023  |
| 82 | SUN POWER<br>CORPORATION,<br>SYSTEMS                       | 77 Rio Robles, Attention:<br>Alex Rein, San Jose, CA<br>95134  | Bed Bath &<br>Beyond Inc. | AMENDED AND RESTATED SOLAR RENEWABLE ENERGY CERTIFICATE PURCHASE AND SALE AGREEMENT dated 06/26/2012 | 4/23/2023 |
| 83 | SUN POWER<br>CORPORATION,<br>SYSTEMS                       | 77 Rio Robles, Attention:<br>Alex Rein, San Jose, CA<br>95134  | Bed Bath &<br>Beyond Inc. | SOLAR RENEWABLE<br>ENERGY CERTIFICATE<br>PURCHASE Ai'iD SALE<br>AGREEI\IENT dated<br>12/29/2011      | 4/23/2023 |
| 84 | United Rentals   | 100 FIRST STAMFORD<br>PLACESUITE 700, Attn:<br>Legal, STAMFORD, CT<br>06902                              | Bed Bath & Beyond Inc.    | Service Agreement  | 4/23/2023 |
| 85 | VALASSIS DIRECT<br>MAIL INC                                | 15955 La Cantera<br>Parkway, Attn: Legal<br>Department, San Antonio,<br>TX 78256                         | Bed Bath & Beyond Inc.    | BBB Direct Mail Order<br>10.15.21 - Fully Executed<br>dated Oct 19 2021                              | 4/23/2023 |

## Case 23-13359-VFP Doc 1909 Filed 08/15/23 Entered 08/17/23 11:56:23 Desc Main Document Page 11 of 11

| 86 | VALASSIS DIRECT<br>MAIL INC | 15955 La Cantera<br>Parkway, Attn: Legal<br>Department, San Antonio,<br>TX 78256 | Bed Bath &<br>Beyond Inc. | BBB Direct Mail Order IHW<br>#2 12.10 - 12.13 - Fully<br>executed dated Oct 28 2021 | 4/23/2023 |
|----|-----------------------------|--|---------------------------|---|-----------|
| 87 | VECTOR SECURITY INC         | P.O. BOX 89462, ATTN:<br>Legal, CLEVELAND, OH<br>44101                           | Bed Bath &<br>Beyond Inc. | Vector - Facilities MSA<br>dated 03/16/2023   | 4/23/2023 |
| 88 | VERINT AMERICAS<br>INC      | 800 North Point Parkway,<br>ATTN: Legal, Alpharetta,<br>GA 30005                 | Bed Bath &<br>Beyond Inc. | Verint Digital Feedback<br>SaaS Annual Renewal dated<br>Oct 01 2022                 | 4/23/2023 |